Filing Company: Markel Insurance Company State Tracking Number: AR-PC-07-026582

Company Tracking Number: 0710FF108

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Pest Control

Project Name/Number: Revised Forms/Rates/Rules/0710RF108

Filing at a Glance

Company: Markel Insurance Company

Product Name: Pest Control SERFF Tr Num: MRKB-125335403 State: Arkansas

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-026582

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 0710FF108 State Status:

Filing Type: Form Co Status: Sent to DOI for Approval Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Author: Wilfredo Mejia Disposition Date: 10/29/2007

Date Submitted: 10/29/2007 Disposition Status: Approved

General Information

Project Name: Revised Forms/Rates/Rules Status of Filing in Domicile: Pending

Project Number: 0710RF108

Reference Organization: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 10/29/2007

State Status Changed: 10/29/2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Markel Insurance Company continues to be the insurance carrier for National Purchasing Group for Pest Control Operators, Inc., a Risk Purchasing Group registered in your state. Enclosed, please find revised forms to be used with this program. These changes should allow us to continue to provide a comprehensive product for the National Purchasing Group for Pest Control Operators.

Company and Contact

Filing Contact Information

Wilfredo Mejia, Regulatory Compliance wmejia@markelcorp.com

Filing Company: Markel Insurance Company State Tracking Number: AR-PC-07-026582

Company Tracking Number: 0710FF108

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Pest Control

Project Name/Number: Revised Forms/Rates/Rules/0710RF108

Specialist

4600 Cox Road (800) 431-1270 [Phone] Glen Allen, VA 23060 (804) 527-7900[FAX]

Filing Company Information

Markel Insurance Company CoCode: 38970 State of Domicile: Illinois

4600 Cox Road Group Code: 785 Company Type: Commercial

Property & Casualty

Glen Allen, VA 23060 Group Name: State ID Number:

(800) 431-1270 ext. [Phone] FEIN Number: 36-3101262

Filing Company: Markel Insurance Company State Tracking Number: AR-PC-07-026582

Company Tracking Number: 0710FF108

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Pest Control

Project Name/Number: Revised Forms/Rates/Rules/0710RF108

Filing Fees

Fee Required? Yes Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: Flat fee

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Markel Insurance Company \$0.00 10/29/2007

CHECK NUMBER CHECK AMOUNT CHECK DATE 1000099503 \$50.00 10/25/2007

Filing Company: Markel Insurance Company State Tracking Number: AR-PC-07-026582

Company Tracking Number: 0710FF108

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Pest Control

Project Name/Number: Revised Forms/Rates/Rules/0710RF108

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/29/2007	10/29/2007

Filing Company: Markel Insurance Company State Tracking Number: AR-PC-07-026582

Company Tracking Number: 0710FF108

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Pest Control

Project Name/Number: Revised Forms/Rates/Rules/0710RF108

Disposition

Disposition Date: 10/29/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Filing Company: Markel Insurance Company State Tracking Number: AR-PC-07-026582

Company Tracking Number: 0710FF108

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Pest Control

Project Name/Number: Revised Forms/Rates/Rules/0710RF108

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property Casualty	y &Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Form	PDE Inspection Coverage	Approved	Yes
Form	PDE Treatment Coverage	Approved	Yes
Form	PDE Renewal Coverage	Approved	Yes
Form	PDE Continual Monitoring/Treatment Coverage	Approved	Yes
Form	Exclusion – Designated Work	Approved	Yes

Filing Company: Markel Insurance Company State Tracking Number: AR-PC-07-026582

Company Tracking Number: 0710FF108

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Pest Control

Project Name/Number: Revised Forms/Rates/Rules/0710RF108

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Readab Data	ility Attachment
Approved	PDE Inspection Coverage	MGL RPG- PC03	1/08	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0.00 MGL RPG-PC03 (11/06) Previous Filing #: 0612FF121	GLPC0308.p df
Approved	PDE Treatment Coverage	MGL RPG- PC04	1/08	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0.00 MGL RPG-PC04 (11/06) Previous Filing #: 0612FF121	GLPC0408.p df
Approved	PDE Renewal Coverage	MGL RPG- PC05	1/08	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0.00 MGL RPG-PC05 (11/06) Previous Filing #: 0612FF121	GLPC0508.p df
Approved	PDE Continual Monitoring/Treat ment Coverage	MGL RPG- PC07	1/08	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0.00 MGL RPG-PC07 (11/06) Previous Filing #: 0612FF121	GLPC0708.p df
Approved	Exclusion – Designated Work	MGL RPG- PC08	1/08	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0.00 MGL RPG-PC08 (06/05) Previous Filing #: 0504FF040	GLPC0808.p df

PDE INSPECTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph D. - ADDITIONAL DEFINITIONS of this endorsement. These definitions apply in place of their definitions stated elsewhere in the policy, but only as respects coverage under this endorsement.

The provisions of this endorsement apply only as respects PDE Inspection Coverage afforded hereunder.

COVERAGE Α.

1. **Insuring Agreement**

We will pay, on behalf of the Named Insured, those sums which the Named Insured becomes legally obligated to pay as damages because of "property damage" to "real property" and/or "personal property" caused by the Named Insured's failure to identify the present or past existence of "wood destroying organisms" in the areas the Named Insured inspected on the date the Named Insured inspected the "real property" described in the "insured's inspection contract".

The amount we will pay as damages is limited as described in paragraph B. of this endorsement.

The "property damage" must have been caused by a "wood destroying organism" specified in the "insured's inspection contract", and the "property damage" must have been visible, accessible and in existence before the inspection date. "Property damage" caused by an infestation of a "wood destroying organism" beginning after the inspection date is not covered by this endorsement.

This replaces and is not in addition to any other property damage coverage that might apply under this policy.

2. **Exclusions**

This insurance does not apply to:

- Inspections made to renew "wood destroying organism" treatment warranties or guarantees that are a. not covered by this endorsement.
- The expense of re-treatment or re-inspection of any "real property". b.
- C. Any "insured's inspection contract" with an inspection date prior to the effective date of the policy, as shown in the Declarations page of the policy, or after the termination date of the policy.

- d. Any "insured's inspection contract" where the actual inspection date noted on the contract is more than two (2) years prior to the date the claim is made to us.
- e. Any damage to areas the Named Insured did not inspect that were accessible on the date of the Named Insured's inspection of the "real property" as noted in the "insured's inspection contract".
- f. Any damage to alterations or additions to the "real property" which were made after the inspection date as noted in the "insured's inspection contract".
- g. Any act, error or omission of an insured committed with fraudulent, dishonest, criminal or malicious purpose or intent.
- h. Any "property damage" occurring after the inspection date as noted in the "insured's inspection contract", which is caused by a new infestation of "wood destroying organisms".
- i. Any loss or damage other than "property damage" and the loss of use of such damaged property.

B. LIMITS OF INSURANCE

This coverage is subject to the Each Occurrence and General Aggregate Limits shown in the Declarations of this policy and is included within, not in addition to, the policy limits.

C. DEDUCTIBLE

The policy deductible also applies to coverage provided by this endorsement.

- D. For purposes of the coverage provided by this endorsement, the following definitions are added to Section V Definitions:
 - 1. "Insured's inspection contract" means a written contract issued and dated by the Named Insured in conjunction with a "wood destroying organism" inspection of "real property" which was conducted solely in anticipation of the sale, refinancing or purchase of said "real property". The "insured's inspection contract" must be written on the form prescribed by the State or other regulatory agency.
 - 2. "Occurrence" means "property damage" to "real property" caused by a "wood destroying organism" specified in the "insured's inspection contract" which was not identified by the Named Insured when the "real property" inspection was conducted.
 - 3. "Personal property" means all property other than "real property" and materials permanently affixed to the "real property".
 - 4. "Property damage" means physical damage to "personal property" and/or "real property" described in the "insured's inspection contract" caused by a "wood destroying organism". "Property damage" does not include damage to "personal property".
 - "Real property" means the permanent structure or building described in the "insured's inspection contract" together with materials permanently affixed to said structure or building as described in the "insured's inspection contract".
 - 6. "Wood destroying organism(s)" mean arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely: Termites; Powder Post Beetles; Old House Borers; and Wood Decaying Fungi.

- E. For the purposes of coverage provided by this endorsement, the following conditions are added to Section IV -Commercial General Liability Conditions. Coverage is effective only if all of the following conditions are met:
 - 1. This insurance applies to "property damage" only if a claim for damages because of the "property damage" is first made to us within two (2) years from the date of the actual physical inspection of the "real property", as noted on the "insured's inspection contract". A claim by a person or organization seeking damages will be deemed to have been made when written notice of such claim is received by us.
 - 2. All reporting periods, retroactive dates, extended reporting periods, or supplemental reporting periods found in the policy and any endorsements to the policy do not apply to this endorsement.
 - 3. On the date of the inspection, the Named Insured must have completed a written inspection report containing the following information:
 - Date of inspection. a.
 - b. Location of inspected "real property", indentifying each "real property" inspected and not inspected at location.
 - Complete name of person who performed the inspection. C.
 - d. Areas of "real property" where visible evidence of "wood destroying organisms" were found.
 - Areas of "real property" where visible evidence of previous "wood destroying organism" treatments e. were found.
 - f. Areas of "real property" which were not inspected and explanation of why not inspected.
 - The "insured's inspection contract" must be written on the form prescribed by the State or other g. regulatory agency, if any.
 - 4. Nothing in the "insured's inspection contract" shall extend or broaden the scope of coverage afforded by this endorsement.
 - 5. The Named Insured must charge a fee for its services.
 - 6. The Named Insured must maintain books, reports and records including the "insured's inspection contract" and all information regarding the inspection of any "real property" for a period of not less than three (3) years from the date of each such inspection. We may examine the Named Insured's books, records and the "insured's inspection contract" at any time during the policy period and up to three (3) years thereafter. Failure to maintain such records will result in a denial of coverage for any claim or suit in instances where the "insured's inspection contract", any report required by statute, ordinance or regulation of any federal, state or local government, or other pertinent information regarding the inspection of the "real property" is not available to us.
 - 7. All contracts prepared by the Named Insured relating to "real property" must be in writing. All work papers and government required forms, if any, prepared by the Named Insured relating to the "real property", including reports and, where applicable, contracts, must contain the date or dates of all actions taken by the Named Insured with respect to the "real property" and must remain in the insured's file.
 - 8. If other valid and collectible insurance is available to the Named Insured for loss covered by this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.

PDE TREATMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph D. - ADDITIONAL DEFINITIONS of this endorsement. These definitions apply in place of their definitions stated elsewhere in the policy, but only as respects coverage under this endorsement.

The provisions of this endorsement apply only as respects PDE Treatment Coverage afforded hereunder.

A. COVERAGE

1. Insuring Agreement

We will pay, on behalf of the Named Insured, those sums which the Named Insured becomes legally obligated to pay as damages because of "property damage" to "real property" and/or "personal property" caused by the re-infestation, only, of: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or insects identified in an addendum to this endorsement as specified in the "insured's treatment contract", which occurs after the Named Insured's "actual treatment".

This replaces and is not in addition to any other property damage coverage that might apply under this policy.

2. Exclusions

This insurance does not apply to:

- The expense of re-treatment or re-inspection of any "real property".
- b. Any "real property" which the Named Insured performed an "actual treatment" prior to the effective date of the policy as shown on the Declarations page of the policy, or after the termination date of the policy.
- c. Any act, error or omission of the Named Insured committed with fraudulent, dishonest, criminal or malicious purpose or intent.
- d. Any "property damage" to alterations or additions to the "real property" which were made after the date of "actual treatment" set forth in the "insured's treatment contract", unless an "actual treatment" was performed by the Named Insured on the alteration or the addition during the policy period as disclosed on the Declarations page of the policy.

- e. Any "property damage" caused by:Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or insects identified in an addendum to this endorsement that existed before the date of "actual treatment".
- f. Any "property damage" not caused by: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement.
- g. Any loss or damage other than "property damage" and the loss of use of such damaged property.
- h. Any "corrective treatment", spot and/or partial perimeter treatments intentionally performed by the Named Insured.

B. LIMITS OF INSURANCE

This coverage is subject to the Each Occurrence Limit and General Aggregate Limit shown in the Declarations of this policy and is included within, not in addition to, the policy limits.

C. DEDUCTIBLE

The policy deductible also applies to coverage provided by this endorsement.

- D. For purposes of the coverage provided by this endorsement, the following definitions are added to Section V Definitions:
 - 1. "Actual treatment" means a complete chemical treatment of the entire "real property" according to the "directions for use" as they appear on the label of the proper chemical(s) used and any applicable Federal, State and local regulations prevailing that the time of the "insured's treatment contract". "Actual treatment" does not include a "corrective treatment" such as spot and/or partial treatments intentionally performed by the Named Insured.
 - 2. "Corrective treatment" means to chemically treat a portion of the "real property"; namely, a spot or a partial treatment.
 - 3. "Directions for use" means all instructions listed on the chemical label and labeling referring to the concentration, mixing, application, treatment directions and any other procedures to be followed when using the chemical.
 - 4. "Insured's treatment contract" means a written contract issued and dated by the Named Insured during the policy period shown in the Declarations page of the policy, in conjunction with an "actual treatment" for only: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement.
 - 5. "Occurrence" means "property damage" to "real property" caused by a reinfestation of only: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement as specified in the "insured's treatment contract", which occurs after the Named Insured's "actual treatment".
 - 6. "Personal property" means all property other than "real property" and materials permanently affixed to the "real property".

- 7. "Property damage" means physical damage to "personal property" and/or "real property" caused by the re-infestation of only: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement as specified in the "insured's treatment contract", which occurs after the "actual treatment" has taken place. "Property damage" does not include damage caused by: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement that existed on or before the date of "actual treatment". "Property damage" does not include damage to "personal property".
- 8. "Real property" means the permanent structure or building described in the "insured's treatment contract" together with materials permanently affixed to said structure or building as described in the 'insured's treatment contract".
- 9. "Renewal inspection" means the issuance of a written report regarding the annual physical inspection of the entire "real property" conducted by the Named Insured each and every year after the Named Insured's initial "actual treatment" described in the "insured's treatment contract".
- E. For purposes of the coverage provided by this endorsement, the following conditions are added to Section IV Commercial General Liability Conditions. Coverage is effective only if all of the following conditions are met:
 - 1. This insurance applies to "property damage" only if a claim for damages because of "property damage" is first made to us within one (1) year from the date of "actual treatment" of the "real property". The "actual treatment" must have been performed during the policy period, as disclosed on the Declarations page of the policy. The coverage provided under this endorsement will terminate upon the earlier of: (i) the effective date of cancellation of the Policy; (ii) the expiration date of the policy as disclosed in the Declarations page of the policy. A claim by a person or organization seeking damages will be deemed to have been made when written notice of such claim is received by us.
 - 2. All reporting periods, retroactive dates, extended reporting periods, or supplemental reporting periods found in the policy, and any endorsements to the Policy, do not apply to this endorsement.
 - 3. The Named Insured must have completed a graph showing the areas of the "real property" which were treated, the areas not treated, the dimensions of the structure or building, present and past infestation, and present and past damage. The graph must have been attached to the "insured's treatment contract".
 - 4. Nothing contained in the "insured's treatment contract" shall extend or broaden the scope of coverage afforded by this endorsement.
 - 5. The Named Insured must charge a fee for its services.
 - 6. The Named Insured must maintain the "insured's treatment contract" and all information regarding the "actual treatment" of the "real property" which was conducted by the Named Insured for a period of not less than two (2) years from the date of the "actual treatment" of the "real property". We may examine the Named Insured's "insured's treatment contract" and all information regarding the "actual treatment" and the "renewal inspection" of the "real property" at any time after the date of "actual treatment" and up to two (2) years thereafter. Failure to maintain such records will result in the denial of coverage for any claim or suit in instances where the "insured's treatment contract", information regarding the "actual treatment" of the "real property", any report required by statute, ordinance, or regulation of any federal, state or local government, or other pertinent information regarding the treatment of the "real property" is not available to us.

- 7. All contracts prepared by the Named Insured relating to "real property" must be in writing and signed by both parties to the contract. All work papers prepared by the Named Insured relating to the "real property", including reports and files and, where applicable, contracts, must contain the date or dates of all actions taken by the Named Insured with respect to the "real property".
- 8. If other valid and collectible insurance is available to the Named Insured for loss covered by this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.

PDE RENEWAL COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph D. - ADDITIONAL DEFINITIONS of this endorsement. These definitions apply in place of their definitions stated elsewhere in the policy, but only as respects coverage under this endorsement.

The provisions of this endorsement apply only as respects PDE Renewal Coverage afforded hereunder.

A. COVERAGE

1. Insuring Agreement

We will pay, on behalf of the Named Insured, those sums which the Named Insured becomes legally obligated to pay as damages, up to the limit of liability as disclosed on the Declarations page of the policy, because of "property damage" to "real property" and/or "personal property" caused by the re-infestation of only: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or insects identified in an addendum to this endorsement as specified in the "insured's treatment contract", which occurs and a claim is first made to us during the policy period.

This replaces and is not in addition to any other property damage coverage that might apply under this policy.

2. Exclusions

This insurance does not apply to:

- a. The expense of re-treatment or re-inspection of any "real property".
- b. Any "real property" that has not had a "cleared renewal inspection" within twelve (12) months prior to the effective date of the policy, as shown in the Declarations page of the policy.
- c. Any "real property" that has had an "actual treatment" and is covered under the PDE Treatment Coverage form.

- d. Any claims for coverage under this endorsement which were known by the insured prior to the effective date of the policy, as shown in the Declarations page of the policy.
- e. Any "property damage" not caused by: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement.
- f. Any act, error or omission of an insured committed with fraudulent, dishonest, criminal or malicious purpose or intent.
- g. Any "property damage" to alterations or additions to the "real property" which were made after the date of "actual treatment" set forth in the "insured's agreement contract", unless an "actual treatment" was performed by the Named Insured on the alteration or the addition.
- h. Any "property damage" caused by: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement that existed before the date of "actual treatment".
- i. Any loss or damage other than "property damage".
- Any "corrective treatment", spot and/or partial perimeter treatments intentionally performed by the Named Insured.
- k. Any "property damage" covered by the "PDE Treatment Endorsement".

B. LIMITS OF INSURANCE

This coverage is subject to the Each Occurrence Limit and General Aggregate Limit shown in the Declarations of this policy and is included within, not in addition to, the policy limits.

C. DEDUCTIBLE

The policy deductible also applies to coverage provided by this endorsement.

- D. For purposes of the coverage provided by this endorsement, the following definitions are added to Section V Definitions:
 - 1. "Actual treatment" means a complete chemical treatment of the entire "real property" according to the "directions for use" as they appear on the label of the proper chemical(s) used and any applicable Federal, State and local regulations prevailing that the time of the "insured's treatment contract". "Actual treatment" does not include a "corrective treatment" such as spot and/or partial treatments intentionally performed by the Named Insured.
 - 2. "Cleared renewal inspection" means the Named Insured performed a complete and thorough physical inspection of the entire "real property" certifying that there is not active live infestation or evidence of live: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement, only.
 - 3. "Corrective treatment" means to chemically treat a portion of the "real property"; namely, a spot or a partial treatment.
 - 4. "Directions for use" means all instructions listed on the chemical label and labeling referring to the concentration, mixing, application, treatment directions and any other procedures to be followed when using the chemical.
 - 5. "Insured's treatment contract" means a written contract issued and dated by the Named Insured prior to the effective date of the policy, as shown in the Declarations page of the policy, in conjunction with an "actual treatment" for only: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement.

- 6. "Occurrence" means "property damage" to "personal property" and/or "real property" caused by a re-infestation of only: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement as specified in the "insured's treatment contract", which occurs after the Named Insured's "actual treatment".
- 7. "PDE Treatment Endorsement" means so titled endorsement attached to Named Insured's policy which expired on or the day before the policy's effective date as shown on the Declarations page of the policy.
- 8. "Personal property" means all property other than "real property" and materials permanently affixed to the "real property".
- 9. "Property damage" means physical damage to "real property" and/or "personal property" caused by the re-infestation of only: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement as specified in the "insured's treatment contract", which occurs after the "actual treatment" has taken place. "Property damage" does not include damage caused by: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in an addendum to this endorsement that existed on or before the date of "actual treatment".
- 10. "Real property" means the permanent structure or building described in the "insured's treatment contract" together with materials permanently affixed to said structure or building as described in the "insured's treatment contract".
- 11. "Renewal inspection" means the issuance of a written report regarding the annual physical inspection of the entire "real property" conducted by the Named Insured each and every year after the Named Insured's initial "actual treatment" described in the "insured's treatment contract".
- E. For purposes of the coverage provided by this endorsement, the following conditions are added to Section IV Commercial General Liability Conditions. Coverage is effective only if all of the following conditions are met:
 - 1. This insurance applies to "property damage" only if a claim for damages because of "property damage" is first made to us during the policy period, as disclosed on the Declarations page of the policy. An "actual treatment" must have been performed by the Named Insured on a date prior to the effective date of the policy, as disclosed on the Declarations page of the policy. A "renewal inspection" must have been completed annually and within one hundred twenty (120) days of the anniversary date of the initial "actual treatment", as noted on the "insured's treatment contract". The coverage provided under this endorsement will terminate upon the earlier of: (i) the effective date of cancellation of the Policy; (ii) the expiration date of the policy as disclosed in the Declarations page of the policy. A claim by a person or organization seeking damages will be deemed to have been made when written notice of such claim is received by us.
 - 2. A "renewal inspection" of the "real property" was performed annually by the Named Insured each year after the anniversary date of the Named Insured's initial "actual treatment".
 - 3. The Named Insured inspected and issued a "renewal inspection" report regarding the entire "real property" each and every year. If evidence of a re-infestation is found at the time of "renewal inspection", the Named Insured must perform a "corrective treatment" and evidence such action in the customer's file.
 - 4. The Named Insured issued a "cleared renewal inspection" report regarding the entire "real property" twelve (12) months prior to the effective date of the policy, as shown in the Declarations page of the policy, except any Named Insured who performed an "actual treatment", while insured by the "PDE Treatment Endorsement" within twelve (12) months prior to the effective date of the policy.

- 5. Coverage provided under this endorsement shall terminate upon (i) the effective date of cancellation of the policy; or (ii) the expiration date of the policy as shown on the Declarations page of the policy.
- 6. All reporting periods, retroactive dates, extended reporting periods, or supplemental reporting periods found in the policy do not apply to this Endorsement.
- 7. On the date of the "actual treatment", the Named Insured completed a graph showing the areas of the "real property" which were treated, the areas that were not treated, the dimensions of the structure or building, present and past infestation, and present and past damage. The graph must have been attached to the "insured's treatment contract".
- 8. Nothing contained in the "insured's treatment contract" shall extend or broaden the scope of coverage afforded by this endorsement.
- 9. The Named Insured must maintain the "insured's treatment contract" and all information regarding the "actual treatment" and the "renewal inspection" of the "real property" which was conducted by the Named Insured for as long as the insured offers their customer a treatment renewal and our coverage of that renewal is still in force, plus three (3) years. We may examine the Named Insured's "insured's treatment contract" and all information regarding the "actual treatment" and the "renewal inspection" of the "real property" at any time after the date of "actual treatment" and up to three (3) years after the coverage terminates. Failure to maintain such records will result in the denial of coverage for any claim or suit in instances where the "insured's treatment contract", information regarding the "actual treatment" and the "renewal inspection" of the "real property", any report required by statute, ordinance, or regulation of any federal, state or local government, or other pertinent information regarding the treatment of the "real property" is not available to us.
- 10. All contracts prepared by the Named Insured relating to "real property" must be in writing and signed by both parties to the contract. All work papers prepared by the Named Insured relating to the "real property", including reports and files and, where applicable, contracts, must contain the date or dates of all actions taken by the Named Insured with respect to the "real property".
- 11. The Named Insured must charge a fee for its services.
- 12. If other valid and collectible insurance is available to the Named Insured for loss covered by this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.

PDE CONTINUAL MONITORING/TREATMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph D. - ADDITIONAL DEFINITIONS of this endorsement. These definitions apply in place of their definitions stated elsewhere in the policy, but only as respects coverage under this endorsement.

The provisions of this endorsement apply only as respects PDE Continual Monitoring/Treatment Coverage afforded hereunder.

A. COVERAGE

1. Insuring Agreement

We will pay, on behalf of the Named Insured, those sums which the Named Insured becomes legally obligated to pay as damages, up to the limit of liability as disclosed on the Declarations page of the policy, because of "property damage" to "real property" and/or "personal property" caused by the Named Insured's failure to prevent infestation of Subterranean Termites only, as specified in the "insured's contract", for such services, which occurs after "colony elimination/control".

This replaces and is not in addition to any other property damage coverage that might apply under this policy.

2. Exclusions

This insurance does not apply to:

- The expense of re-treatment or re-inspection of any "real property".
- b. Any act, error or omission of an insured committed with fraudulent, dishonest, criminal or malicious purpose or intent.
- c. Any "property damage" to alterations or additions to the "real property" which were made after the date of "insured's contract", unless additional monitoring stations were placed by the Named Insured around the alterations or the additions and such alterations or additions and new stations are noted on a graph.
- d. Any "property damage" caused by Subterranean Termites that existed before "colony elimination/control".
- e. Any "property damage" not caused by Subterranean Termites.

- f. Any loss or damage other than "property damage".
- g. Any spot or partial treatments not in accordance with the "approved system providers" applicable guidelines and procedures.
- h. Any "real property" which the Named Insured did not perform a "physical inspection".

LIMITS OF INSURANCE

This coverage is subject to the Each Occurrence Limit and General Aggregate Limit shown in the Declarations of this policy and is included within, not in addition to, the policy limits.

C. DEDUCTIBLE

The policy deductible also applies to coverage provided by this endorsement.

- For purposes of the coverage provided by this endorsement, the following definitions are added to Section V Definitions:
 - "Approved system provider" means the company(ies) and the company's(ies') systems and products appearing on Schedule A of this endorsement.
 - 2. "Colony elimination/control" means inactivity in all bait stations adjacent to or on the "real property" following active termite baiting consistent with the "approved system provider's" most recently published time intervals, including variances due to the geography of the "real property" or its climate.
 - 3. "Continual monitoring/treatment" means a system of treatment performed by the Named Insured to prevent infestation of Subterranean Termites by utilizing an "approved system provider's" uninterrupted monitoring system of bait stations containing inert devices and baits containing active ingredients as recommended by the "approved system provider".
 - 4. "Insured's Contract" means a written contract issued and dated by the Named Insured, in conjunction with a "continual monitoring/treatment" for Subterranean Termites only.
 - 5. "Personal property" means all property other than "real property" and materials permanently affixed to the "real property".
 - 6. "Physical inspection" means the Named Insured performed a complete and thorough physical inspection of the entire "real property" noting on a graph the areas of present and past infestation of, and present and past damage caused by Subterranean Termites. Said graph must be attached to the "insured's contract".
 - 7. "Property Damage" means physical damage to "personal property" and/or "real property" caused by the Named Insured's failure to prevent infestation of Subterranean Termites, as specified in the "insured's contract", which occurs after "colony elimination/control". "Property damage" does not include damage caused by Subterranean Termites that existed on or before the date of "colony elimination/control". "Property damage" does not include damage to "personal property".
 - 8. "Real property" means the permanent structure or building described in the "insured's contract" together with materials permanently affixed to said structure or building as described in the "insured's contract".

- E. For the purposes of coverage provided by this endorsement, the following conditions are added to Section IV Commercial General Liability Conditions. Coverage is effective only if all of the following conditions are met:
 - 1. This insurance applies to "property damage" if a claim for damages because of "property damage" is first made to us during the policy period as disclosed on the Declarations page of the policy, provided that all of the systems and products used by the Named Insured in performing the "continual monitoring/treatment" were systems and products of an "approved system provider" listed in Schedule A of this endorsement. Further, the Named Insured's work in connection with the "continual monitoring/treatment" must have been in accordance with all of the "approved system provider's" most recently published guidelines and procedures that were in effect throughout the course of and for the site of the "continual monitoring/treatment".

The coverage provided under this endorsement begins once "colony elimination/control" is achieved and noted in the insured's customer's file for subject "real property". The requirement for "colony elimination/control" to occur within the policy period includes "continual monitoring/treatment" that may have been initiated by the Named Insured prior to the effective date of the policy. The coverage provided under this endorsement will terminate upon the earlier of: (i) the effective date of cancellation of the policy; (ii) the expiration date of the policy as disclosed on the Declarations page of the Policy; (iii) the date of the Named Insured's removal of any monitoring stations originally placed on the "Real Property" and noted in the graph prepared by the Named Insured, and as may be changed from time to time, and noted in writing by the Named Insured; or (iv) the date the Named Insured ceases to monitor the monitoring stations placed on the "Real Property", namely the date the Named Insured last physically monitored the monitoring stations. A claim by a person or organization seeking damages will be deemed to have been made when written notice of such claim is received by us.

- 2. All reporting periods, retroactive dates, extended reporting periods, or supplemental reporting periods found in the policy, and in any endorsements to the policy, do not apply to this endorsement.
- 3. Prior to installation of bait stations, the Named Insured must have completed a "physical inspection" of the "real property". Additionally, the Named Insured must have completed a graph showing the areas of the "real property" which were treated, the areas not treated, the dimensions of the structure or building, present and past infestation, and present and past damage. The graph must have been attached to the "insured's treatment contract".
- 4. Nothing contained in the "insured's contract" shall extend or broaden the scope of coverage afforded by this Endorsement.
- 5. The Named Insured must charge a fee for its services.
- 6. The Named Insured must maintain the "insured's contract" and written, detailed records of any and all work performed by the Named Insured from the date the "continual monitoring/treatment" was begun by the Named Insured through the expiration date of the policy, as disclosed on the Declarations page of the policy, for a period of not less than one (1) year after the date of termination of the coverage provided under this endorsement. We may examine the Named Insured's "insured contract" and all records regarding the "continual monitoring/treatment" of the "real property" at any time after the coverage provided under this endorsement begins and up to one (1) year after the coverage ends.

Failure to maintain such records will result in the denial of coverage for any claim or suit in instances where the "insured's contract", information regarding the "continual monitoring/treatment" of the "real property", any report required by statute, ordinance or regulation of any federal, state or local government, or other pertinent information regarding the "continual monitoring/treatment" of the "real property" is not available to us. We may also obtain from the "approved system provider" any information relating to the Named Insured's "continual monitoring/treatment" of the "real property" and the Named Insured shall cooperate fully with us in causing the "approved system provider" to make such information available to us.

- 7. All contracts prepared by the Named Insured relating to the "real property" must be in writing and signed by both parties to the contract. All work papers prepared by the Named Insured relating to the "real property" including monitoring reports and files, "Physical inspection" and, where applicable, contracts, must contain the date or dates of all actions taken by the Named Insured with respect to the "real property".
- 8. "Real property", where the Named Insured started a "continual monitoring/treatment" prior to the effective date of the policy as disclosed on the Declarations page of the policy and did not complete a "physical inspection", will not be covered by this endorsement until a "physical inspection" is completed. Once such "physical inspection" is completed, coverage by this endorsement will start only if there is no evidence of a live infestation of Subterranean Termites at the "real property".
- 9. If other valid and collectible insurance is available to the insured for loss covered by this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.

SCHEDULE A

It is agreed that such insurance as is afforded under this endorsement applies to the use of the following "approved system provider's" systems and products:

The Sentricon System by Dow AgroSciences

The Exterra System by Ensystex with Exteris computer tracking

The Advanced System by Whitmire Micro-Gen with PestClick or identical computer tracking

By:	
	Insured's Signature

EXCLUSION - DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description of your work:

- (1) Any activity relating to radon testing or the sale of radon testing kits.
- (2) Any fumigation performed utilizing methyl bromide, except for vault fumigations and commodity fumigations performed on agricultural products.
- (3) Any work or activity performed to detect, identify, report and/or remediate health-related mold and fungi including detection, identification and reporting conditions conducive to the growth of health-related molds and fungi and work or activities performed regarding indoor air quality.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" and arising out of "your work" shown in the Schedule.

Filing Company: Markel Insurance Company State Tracking Number: AR-PC-07-026582

Company Tracking Number: 0710FF108

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Pest Control

Project Name/Number: Revised Forms/Rates/Rules/0710RF108

Rate Information

Rate data does NOT apply to filing.

Filing Company: Markel Insurance Company State Tracking Number: AR-PC-07-026582

Company Tracking Number: 0710FF108

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Pest Control

Project Name/Number: Revised Forms/Rates/Rules/0710RF108

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 10/29/2007

Property & Casualty

Comments:

Attachment:

NAIC PCTD.pdf

Review Status:

Satisfied -Name: Cover Letter Approved 10/29/2007

Comments: Attachment:

Cover Letter.pdf

Review Status:

Satisfied -Name: Filing Memo Approved 10/29/2007

Comments:
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Filing Memo.pdf

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Property & Casualty Transmittal Document

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Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # 0710FF108

21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

Markel Insurance Company continues to be the insurance carrier for National Purchasing Group for Pest Control Operators, Inc., a Risk Purchasing Group registered in your state. Enclosed, please find revised forms to be used with this program. These changes should allow us to continue to provide a comprehensive product for the National Purchasing Group for Pest Control Operators.

Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 1000099503 Amount: \$50.00

Flat fee

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

^{***}Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)



MARKEL INSURANCE COMPANY

4600 Cox Road Glen Allen, Virginia 23060-9817 P.O. Box 3870, Glen Allen, Virginia 23058-3870 (804) 527-2700 (800) 431-1270 www.markelinsurance.com

October 29, 2007

Honorable Julie Benafield Bowman Commissioner of Insurance Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

Re: Markel Insurance Company (MIC), NAIC #785-38970

Commercial General Liability-Pest Control Program

National PG For Pest Control Operators, Inc. (NPGPCO)-Risk Purchasing Group

Company File #0710FF108

Honorable Bowman::

Markel Insurance Company continues to be the insurance carrier for National Purchasing Group for Pest Control Operators, Inc., a Risk Purchasing Group registered in your state. Enclosed, please find revised forms to be used with this program. These changes should allow us to continue to provide a comprehensive product for the National Purchasing Group for Pest Control Operators.

We trust you will find this submission in order. We wish to utilize this filing for all policies written on or after January 1, 2008. Should you have any questions regarding this filing, please contact Meiji Mejia by phone at (800) 431-1270, ext. 7941, by mail at the above address, or by e-mail at wmejia@markelcorp.com.

Sincerely,

Deidre I. Balbuena Vice President

Product & Regulatory Services

Markel Insurance Company Filing Memorandum

National Purchasing Group for Pest Control Operators, Inc.

This program is designed to provide insurance coverage to the members of National Purchasing Group for Pest Control Operators, Inc. The following changes are being proposed to the program's current rates and rules. All forms now carry a 1/08 edition date.

- MGL RPG-PC03 (11/06) PDE Inspection Coverage; MGL RPG-PC04 (11/06) PDE Treatment Coverage; MGL RPG-PC05 (11/06) PDE Renewal Coverage; MGL RPG-PC07 (11/06) PDE Continual Monitoring/Treatment Coverage.
 - These insuring agreements have been broadened to include coverage for damage to personal property in addition to the real property. Coverage is broadened to include indirect or consequential property damage losses.
- MGL RPG-PC05 (11/06) PDE Renewal Coverage has been amended to be a full occurrence form by deleting references to the 10 year requirements. Exclusion 2.d has been amended to clarify that limits will not be stacked. Condition E.9 has been amended to clarify that the file retention for pest operators should be the length of the treatment renewal contract plus three years, the time the insured is require to keep records after coverage expires.
- MGL RPG-PC08 (6/05) Exclusion Designated Work has been revised to clarify the type of fumigation performed utilizing methyl bromide.
- MGL RPG-PC03-CA (11/06) *PDE Inspection Coverage* has also been revised to clarify that the claim period is 3 years.